

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:)	Bankruptcy Case No.: 16-23697-CMB
CARMEN D. FUSCA)	CHAPTER 11
Debtor.)	Related to Document No. 77
ENTERPRISE BANK,)	
Movant,)	
vs.)	
CARMEN D. FUSCA and FUSCA'S IMPERIAL ONE HOUR CLEANERS, INC.)	
Respondents.)	

CONSENT ORDER OF COURT

AND NOW, this 22nd day of August, 2017, upon consideration of the Motion for Relief from the Automatic Stay on behalf of Enterprise Bank ("Movant"), and upon consent of the parties, it is hereby ORDERED, ADJUDGED and DECREED as follows:

- (1) From the date of this Consent Order of Court, Debtor shall have one-hundred eighty (180) calendar days (hereinafter the "Stay Period") to file with the Court a Motion to Sell or Motion to Lease the real estate located at 5320 William Flynn Highway, Gibsonia, PA 15044 ("Commercial Property"). In the event Debtor does not file a Motion to Lease the Commercial Property or Motion to Sell the Commercial property within the Stay Period, Movant may file an Affidavit of Default with the Court at which time Relief From Stay will automatically be granted with respect to the Commercial Property and the Business Assets owned by Fuscas' Imperial One Hour Cleaner's Inc. wherever situated ("Business Assets") without further notice or Order of Court;

- (2) During the Stay Period and any Court approved extension thereof, Debtor shall continue to make adequate protection payments to Movant in the amount of \$4,885.00 per month representing the Bank's interest only payment on the Loan in accordance with that certain Cash Collateral Order of Court, dated November 14, 2016.
- (3) In the event Debtor files a Motion to Lease the Commercial Property prior to the expiration of the Stay Period, Debtor reserves the right to seek an Order of Court modifying the interest only nature of the Adequate Protection Payment subsequent to this Order of Court from interest only to a principal and interest payment.
- (4) During the Stay Period, Debtor may seek Court approval to sell or lease the Commercial Property and/or Business Assets. In the event the Debtor files a Motion To Sell or Motion To Lease during the Stay Period, the hearing on Movant's relief from stay will automatically be continued to the first hearing date set pursuant to the Order of Court scheduling said Motion to Sell or Motion to Lease as the case may be. Movant reserves the right to object to the terms and conditions of an Agreement of Sale if any terms and conditions are not commercially reasonable, including, but not limited to the sale price, hand money deposit, covenants and due diligence period. Further, Movant reserves the right to object to a Motion to Lease the Commercial Premises if any terms and conditions of the Lease are not commercially reasonable including, but not limited to the amount of rent to be paid during the lease term.
- (5) It is further ORDERED, ADJUDGED and DECREED that in the event the Court approves a Lease of the Commercial Property during the Stay Period or upon any extension thereof, The Debtor shall file a Chapter 11 Plan which will provide for Movant's Loan to be paid in full within twenty-four (24) months from the date the Plan is Confirmed. Debtor and Movant shall work together in good faith to come to an agreement on monthly plan payments during the 24 month period and either party may seek Court intervention if an agreement cannot be reached by consent.
- (6) Upon the granting of relief from stay for the Commercial Property and Business Assets upon the filing of an Affidavit of Default, the grant of relief from stay shall remain in full force and effect, notwithstanding any subsequent conversion of this case to another Chapter.

BY THE COURT:


Carol A. McBride
U.S. Bankruptcy Judge

Debtor and Movant hereby consent to this Order of Court this 22nd day of
August, 2017:

/s/ David Valencik
David Valencik, Esq.
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/s/ Joseph A. Fidler
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FILED
8/22/17 4:29 pm
CLERK
U.S. BANKRUPTCY
COURT - WDPA

In re:
Carmen D. Fusca
DebtorCase No. 16-23697-CMB
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0315-2

User: kthe
Form ID: pdf900Page 1 of 1
Total Noticed: 1

Date Rcvd: Aug 22, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 24, 2017.

db #+Carmen D. Fusca, 4 Imperial Court, Pittsburgh, PA 15215-1036

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update.
While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.****Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Aug 24, 2017

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 22, 2017 at the address(es) listed below:

David Z. Valencik on behalf of Debtor Carmen D. Fusca dvalencik@c-vlaw.com,
 cvlaw.ecf.dvalencik@gmail.com;aheath@c-vlaw.com;kmosur@c-vlaw.com;bhassain@c-vlaw.com
 Donald R. Calaiaro on behalf of Debtor Carmen D. Fusca dcalaiaro@c-vlaw.com,
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 James Warmbrodt on behalf of Creditor PNC BANK, NATIONAL ASSOCIATION bkgroup@kmllawgroup.com
 Jeffrey R. Hunt on behalf of Creditor County of Allegheny jhunt@grblaw.com,
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 Jeffrey R. Hunt on behalf of Creditor Pine-Richland School District jhunt@grblaw.com,
 cnoroski@grblaw.com
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TOTAL: 12